



## **Request for Proposals (RFP) – Addendum 01**

# **Support Maryland Health Benefit Exchange to Implement the Affordable Care Act (ACA)**

**Maryland Health Benefit Exchange (Exchange)**

**SOLICITATION NO. EXCHANGE – (DHMSO294031)**

**Issue Date: November 22, 2011**

### **NOTICE**

Prospective Offerors who have received this document from the Exchange's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.



## **Addendum No. 01**

**RFP Title:** Support Maryland Health Benefit Exchange to Implement the Affordable Care Act (ACA)

**Issuing Organization:** Maryland Health Benefit Exchange (Exchange)

**Solicitation No.** EXCHANGE – (DHMSO294031)

**Addendum Date:** November 22, 2011

This addendum forms a part of the bidding documents and will be incorporated into the Contract Documents, as applicable. Insofar as the original Contract Documents, Specifications, and Requirements are inconsistent, this Addendum shall govern.

### **Amendments to the RFP:**

#### **Additions:**

- Consolidated Requirements: The Exchange has added Attachment V – Consolidated Requirements Spreadsheet. **Offerors are required to complete Attachment V and submit along with their technical proposals.**

#### **Revisions:**

- Key Information Summary Sheet, Closing Date and Time, Page 3 – The Exchange has extended the deadline for proposal submission to December 19, 2011 3:00 PM Local Time.
- Section 1.11, Page 23 – The Exchange has amended the due date for proposals to be no later than 3:00 PM Local Time on December 19, 2011.
- Section 1.15, Page 24 – The Exchange has amended the tentative Oral Presentation dates to be the week of January 2, 2012.
- Section 1.36, Page 29 – The Exchange has reduced the retainage amount to ten percent (10%) from the twenty-five percent (25%) originally stated in the RFP.
- Section 1.43.1, Page 32 – The Exchange has removed the Bid Bond from this RFP. No Bid Bond will be required.

- Section 1.43.3, Page 32 – The previously issued RFP requires “a Performance Bond in the amount of the Offeror’s total proposal price.” The Exchange has amended the Performance Bond amount to be ten million dollars (\$10M).
- Section 2.2, Page 35 – The Exchange has amended the SLA Table as follows:

System Metrics	Measure
Response Time – Online	1 second, 99.9% of the time
System Restoration (Disaster Recovery – Critical Applications [HIX])	Within 48 hours from disaster point, 100% of the time, with less than/equal to 8 hours of data loss
System File Restoration – 24x7x365 requests	95% within 4 hours, 100% of the time 100% within 24 hours, 100% of the time
Backups – As Scheduled and Accurate	99% of the time
Output – On Time	95% of the time
Midrange Availability	99.9% of the time
Server Availability	99.9% of the time
Network Availability	99.9% of the time
Internet Availability	99.9% of the time
WAN Availability	99.9% of the time
LAN Availability	99.9% of the time
Response Time – Network	<100 ms 99%, Avg <50ms
Move, Add, and Change (Software)	5 days, 90% of the time
Move, Add, and Change (Hardware/Communications)	5 days, 90% of the time

- Section 2.2.3, Page 37 – The Exchange has revised the Specifications Column of the table as follows:

HIX Real-Time Transaction Performance SLA			
Requirements Category	Description	Specifications	Liquidated Damages
All real-time Transactions including but not limited to: Web Portal, Web-based applications, other real-time connections	The hours that the Production environment needs to be operational and available. This SLA also applies to the failover and disaster recovery environments when they are used for production.	Response time for users accessing the Exchange via real-time transactions must not be greater than one (1) second for at least 99.9% of the transactions and no response time must be greater than ten (10) seconds. The Offeror must meet this SLA for each day during both peak hours and non-peak hours. The SLA is	Liquidated damages shall be assessed at a rate of \$1,000 per hour (or any portion thereof) for any period in which the production environment is not operational or available during the times set forth in the specification.

HIX Real-Time Transaction Performance SLA			
Requirements Category	Description	Specifications	Liquidated Damages
		measured daily and reported monthly.	

- Section 2.2.5, Page 38 – The Exchange has amended the Performance Metric Column of the Performance Metrics Table as follows:

Performance Metrics		
ID#	Performance Metric	Liquidated Damages
1.	Establish measurable goals no later than NTP + ninety (90) days to ensure the timely and successful implementation of the HIX capabilities and ancillary systems by December 31, 2012 utilizing management best practices including PMBOK and CMMI as approved by the Exchange.	Liquidated damages shall be assessed at the rate of \$2,500 per calendar day.
2.	Provide requisite support in order for the HIX to successfully acquire CMS certification by March 2013. If HIX is unable to acquire CMS certification by March 2013 due to system or technical deficiencies of the system acquired through this contract liquidated damages shall be assessed at the rate of 2,500 dollars per day until deficiencies are corrected and certification is obtained.	Liquidated damages shall be assessed at the rate of \$2,500 per calendar day.

- Section 4.4.1, Page 55 – The Exchange is requesting five (5) copies of the Technical Proposal per the instructions included in Section 4.2, Page 54.
- Section 4.4.2, Page 55 –The Exchange does not require the completed Business Associate Agreement to be included in the Technical Proposal.
- Section 4.5, Page 60 – The Exchange is requesting five (5) copies of the Financial Proposal per the instructions included in Section 4.2, Page 54.
- Sections 4.5.2, 4.5.3, 4.5.4, 4.5.6, 4.5.7, 4.5.8, 4.5.9, Pages 60-61 - The previously issued RFP inadvertently requests that Offeror's provide anticipated hours to complete Project Phases. The Exchange is not seeking that information.
- Section 6, Page 66 - The Exchange is not requesting a Non-Disclosure Agreement to be submitted with Technical Proposals. The list of attachments inadvertently lists Attachment K-1 and K-2. There is a single Attachment K that must be submitted by the selected vendor after receipt of notification of award.
- The Exchange expects to issue a revised version of Attachment A, based on the revisions identified below as well as any others in any future addenda.
  - Attachment A – Section 4.2, Page 68 – In this paragraph, the Exchange is inserting the words “as defined by the requirements within the Contract” after the words “after acceptance by the



- Exchange of completed services by Contractor." The paragraph should now read: "Payments to the Contractor pursuant to this Contract shall be made after the State's receipt of a proper invoice from the Contractor for completed services rendered by the Contractor, acceptance by the Exchange of completed services provided by the Contractor as defined by the requirements within the Contract, and no later than thirty (30) days after the State receives its funding or draw down amounts from the applicable federal agencies or grants. No late charges or interest shall accrue or be paid for any actual or alleged late payments by the State."
- Attachment A – Section 19, Page 76 – The Exchange has added the following language, at the end of Section 19: "If the State unreasonably causes performance of all or any part of the work to be suspended, delayed, or interrupted, an adjustment shall be made for any resulting increase in the cost of performance of this contract (excluding profit)."
  - Attachment A – Section 23.3, Page 77 – The Exchange has revised the section to read: "The Contractor agrees to maintain all documents as confidential information owned by the State. The Contractor shall only disclose documents to its own employees and appropriate subcontractors, as necessary to perform services under the Contract and to the State unless permitted, in writing, by the State to do otherwise."
  - Attachment A – Section 27 Item c., Page 79 – In this sub-paragraph, the Exchange has substituted the number 3 has been substituted for 5, such that, the relevant language in that sub-paragraph should now read, "Contractors liability per claim shall be limited to three (3) times the dollar value of the contract of which it arises." Remainder of the sub-paragraph is unchanged.
  - Attachment F – Schedule K, Page 114 - The RFP inadvertently states that the total FFP for all three maintenance options shall be included in Schedule A. The Exchange requests that Offerors keep Schedules A and K separate.

All other terms and conditions remain unchanged.

November 22, 2011

Date

Becca Pearce

Becca Pearce, Procurement Officer



## ADDENDUM NO. 01 ACKNOWLEDGEMENT OF RECEIPT FORM

I acknowledge receipt of Addendum No. 01 to Solicitation # EXCHANGE – (DHMSO294031) to DHMH RFP OPASS #12-10806 “Support Maryland Health Benefit Exchange to Implement the Affordable Care Act (ACA)” dated October 21, 2011.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Signatory – (Print/Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*To be submitted with Offeror's proposal response.*